

Joanne Fenn
56 Beebe Street
Naugatuck, Connecticut 06770

Madam Chair/Mr. Chairman and Members of the Committee:

My name is Joanne Fenn and I reside in Naugatuck, Ct. I am here because I support SB 375. I would like to bring to light a situation that I and thousands of other constituents throughout the state, based on documented reports from the Better Business Bureau, Department of Motor Vehicles, Dealer and Repair Division, Attorney General's Office and Consumer Protection have encountered in the hopes that maybe you can intervene and draft some legislation to protect us in the future. By sharing my experience with you I hope that you agree that changes need to occur.

On October 25, 2013, I became aware that the vehicle I have been patiently looking for, a 2011 Jeep Cherokee, Overland, at a reasonable price was available at a Used Car Dealership called A Better Way Wholesale, in Naugatuck. Being the educated buyer I thought I was, I triple checked the records. I utilized CARFAX, VINsmart and AutoCheck to understand the car's history. After paying over \$100.00 in vehicle history reports and test driving this vehicle I was also informed that a 5 point safety inspection would be conducted before pick-up and that because the price of the vehicle was \$28,000.00 it would also include the state mandated 60 days or 3,000 mile warranty.

I pulled off the lot got ½ mile down the road and the service 4 wheel drive light appeared. I am just going to bullet point all the days I have not had access to the vehicle.

- Dropped off November 7th, 1st available Service Department date. Returned November 26th. (I had to secure my own rental car.) No 4 wheel drive. (I slid down a hill in Naugatuck)
- Dropped off December 2nd. The car was returned January 3, 2014, was sent out to Jeep Dealer. Returned to me no 4 wheel drive. (it actually slipped to 4 low on highway almost sent me thru windshield) I had to secure my own rental car.
- Dropped off at a Better Way January 6, 2014. No 4 wheel drive, they told me the car was not safe to drive and that I needed to leave it with them, while in their care they smashed my sunroof by accident.
- Car was returned to me on February 12, 2014. On February 14, 2014 car died in my driveway had it towed back to Jeep Dealer.
- Car was returned to me on February 17, 2014. When I left work at midnight the car would not start so I walked home and left it. On Feb. 18, the car was again towed to Jeep Dealer and returned to me on Feb. 19, 2014. I had to pay for the work performed.

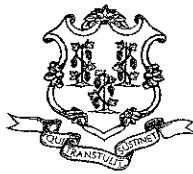
I followed (Secs. 42-220 thru 42-226, C.G.S.) and filed a complaint with Motor Vehicles. I was told they need to find me a comparable car, but they can't find one, so you're stuck with the rental and this vehicle until they fix it or find you a car. I ask how long this can go on and I was told indefinitely.

As of today, the vehicle is still not totally repaired. I am out of pocket over 3000.00 in rental cost and \$550.00 in repairs.

What I am pleading for at this time is for someone to take up this loophole in the Connecticut Used Car Warranty and add language that under the 30 or 60 days of warranty that a rental will be provided to the purchaser. This will ensure that safety checks are done and that cars do not sit on lots for months bankrupting the purchaser. Also a time limit of how long they have to make good on the contract before they have to refund the purchase price. I realize that it is a used product but we are paying good money for these cars and deserve more protection from the state. Realistically speaking this could go on forever there is no language in the warranty that protects us.

I sincerely appreciate your anticipated attention to this matter.

Joanne Fenn



STATE OF CONNECTICUT
Department of Motor Vehicles

Melody A. Currey
Commissioner

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February 7, 2014

Ms. Joanne Fenn
56 Beebe Street
Naugatuck, CT 06770

Dear Ms. Fenn:

My office received a copy of the e-mail that was sent through our DMV Phone Center e-mail account that was addressed to Governor Malloy concerning Connecticut's Used Car Warranty Law.

Our DMV Consumer Complaint Unit has received your complaint against A Better Way Wholesale and we continue to work with the dealer to find a resolution. As you mentioned, there is currently no law that requires a dealer to pay for a loaner car while the customer's vehicle is in the shop for covered repairs and this situation does affect many other buyers in similar circumstances. I will have my Legal Counsel review the current laws concerning Connecticut's Used Car Warranty to see if we could propose language to include "loaner cars" and "time limits" to make warranty repairs or provide a refund.

In the meantime, please know that the DMV has taken your complaint seriously. Our Consumer Complaint Unit has indicated that this is still an "open" investigation and that they have been in contact with the dealer to be sure that the proper repairs are made or that a replacement is provided.

Again, I want to thank you for bringing matter to my attention.

Sincerely,

Melody A. Currey
Commissioner

MAC/CS/dja

cc: Ms. Sharon Geanuracos, Legal Counsel - DMV

Mr. James Rio, Division Chief - DMV

Mr. Michael Bzdyra, Legislative Liaison - DMV

Lt. Christopher Smith, Consumer Complaint Unit - DMV



STATE OF CONNECTICUT

DEPARTMENT OF MOTOR VEHICLES

ct.gov/dmv



Connecticut's Used Car Warranty

Used automobile warranty laws (Secs. 42-220 thru 42-226, C.G.S.) became effective in Connecticut in October 1987.

A warranty is in effect for this vehicle as indicated below, if you:

1. Buy a used car from a dealer licensed in Connecticut.
2. Pay at least \$3,000 for the used vehicle.
3. The vehicle is 6 years old or less.
4. The vehicle is used for personal, family or household purposes.

If you paid at least \$3,000 but less than \$5,000 for the used vehicle, the warranty is in effect for 30 days after the purchase date or 1,500 miles (whichever occurs first). If you paid \$5,000 or more for the used vehicle, the warranty is in effect for 60 days after the purchase date or 3,000 miles (whichever occurs first). The total purchase price includes all amounts charged for the vehicle, including the value of any trade-in vehicle, but excluding any finance charges, registration fees, or sales tax.

The warranty as provided by Connecticut law requires that your car be mechanically operational and sound at the time of purchase and throughout the warranty period. If, during the warranty period, your vehicle is not mechanically operational and sound, your dealership is required by law to restore your vehicle to this condition. The warranty covers 100% of the parts and labor necessary to make your vehicle mechanically operational and sound.

The law refers only to the mechanical operation of your vehicle. The law does not cover cosmetic features (e.g. paint job, upholstery) or convenience features (e.g. cigarette lighter, ash tray) of your vehicle. In general, the law does not apply to any feature of your vehicle which is not directly related to the vehicle's operation.

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This used car warranty law does not apply to any mechanical defects of your vehicle which the dealer can prove resulted from an automobile accident which occurred after you took possession of the vehicle or from your misuse of the vehicle.

Your dealer must honor this warranty even if the warranty period has expired, provided you notified the dealer of a breach of the warranty within the warranty period as specified above. The dealer must give you a repair order to document that your complaint occurred during the warranty period. Furthermore, any period of time during which the used vehicle is in the possession of the dealership for the purpose of repairing the vehicle under the terms and obligations of this warranty extends the warranty-period for that amount of time. Repairs must be performed by the dealership who sold you the vehicle.

The age of a used vehicle is computed as of January 1 of each new calendar year. Thus, at anytime during 2005 the law applies to model years 1999 and up.

If your dealer fails to honor the terms of this warranty provided by laws of the state of Connecticut, you may file a complaint against the dealer with the Dealers and Repairers Division of the Department of Motor Vehicles. To file a complaint, you must fill out a Complaint Against Motor Vehicle Sales or Service Business Firm (Form K-35). The form can be obtained in person at any office of the Department of Motor Vehicles or can be requested by calling 1-800-842-8222 (outside of the Hartford area) or by calling (860) 263-5715 (from within the Hartford area).